



First American Title Company, Inc.

333 Queen Street, Suite #500
Honolulu, HI 96813

April 12, 2006

Order Number:

2347512

CR 04-00134-03

LAMI BREWER

Escrow Officer:

Kim Eugenio (kle)

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FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

Borrower:

Robinson

Property:

66-481 Kilioe Place
Haleiwa, Hawaii 96712

MAY 09 2006
at 9 o'clock and 15 min. A.M. *js*
SUE BEITIA, CLERK

We enclose the following:

Commitment For Title Insurance

Thank you for your confidence and support. We at First American Title Company maintain the fundamental principle:

Customer First!

Form No. 1068-2
ALTA Commitment

Commitment No.: **2347512**
Page Number: **1**

FIRST AMERICAN TITLE INSURANCE COMPANY INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.**

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ALTA Commitment

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COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title

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SCHEDULE A

1. Commitment Date: April 06, 2006 at 8:00 A.M.
2. Policy or Policies to be issued: Amount

(A) **ALTA Loan Policy** \$200,000.00
Proposed Insured:
Countrywide, its successors and/or assigns
3. (A) The estate or interest in the land described in this Commitment is:

A fee.

(B) Title to said estate or interest at the date hereof is vested in:

Christopher David Robinson, unmarried, as Tenant in Severalty
4. The land referred to in this Commitment is described as follows:

Real property in the County of Honolulu, State of Hawaii, described as follows:

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE AT PAALAA, DISTRICT OF WAIALUA, CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, BEING LOT 4, AREA 5,058 SQUARE FEET, MORE OR LESS, OF THE "HALEIWA HALE SUBDIVISION", AS SHOWN ON THE MAP THEREOF FILED IN THE OFFICIAL RECORDS AS FILE PLAN NO. 1327.

BEING ALL OF THE PREMISES CONVEYED BY DEED RECORDED JULY 21, 1999 AS REGULAR SYSTEM DOCUMENT NO. 99-116159 OF OFFICIAL RECORDS.
GRANTOR: CHRISTOPHER DAVID ROBINSON, UNMARRIED, AND KAREN ANN ROBINSON, UNMARRIED
GRANTEE: CHRISTOPHER DAVID ROBINSON, UNMARRIED

TMK(S): (1) 6-6-010-007-0000

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SCHEDULE B

**SECTION ONE
REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): TO BE DETERMINED
- (F) Other: NONE
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other: NONE
- (H) Release(s) of Item No(s). 3 and 4 in Schedule B, Section Two, be recorded in the Official Records.
- (I) If the mortgage in favor of Sue Beitia, Clerk, United States District Court, District of Hawaii, shown as Item No. 5, in Schedule B, Section Two, is to be paid off and omitted from the title insurance policy, a proper and recordable form of Release of Mortgage must be provided at the time the transaction is recorded.

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SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in the actual policy forms. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Real property tax assessments for the fiscal year 2005-2006:

Tax Map Key No.: (1) 6-6-010-007-0000
Class No.: 1

First Installment: \$893.82, PAID, (8/20)
Second Installment: \$893.81, PAID, (2/20)
2. Title to all mineral and metallic mines reserved to the State of Hawaii.
3. A mortgage to secure an original principal indebtedness of \$145,000.00, and any other amounts or obligations secured thereby.

Dated: July 7, 1999
Mortgagor: Christopher David Robinson, unmarried
Mortgagee: Bank of Hawaii, a Hawaii corporation
Recorded July 21, 1999 as Regular System Document No. 99-116160 of Official Records.
4. A judgment filed in the District Court of the First Circuit, Waialua Division, State of Hawaii

Civil No.: 1RC03-1-484
Plaintiff: Capital One Bank
Defendant: Christopher D. Robinson, a.k.a. Christopher Robinson, a.k.a. Chris Robinson
Amount: \$92,891.78, and any other amounts due thereunder.
A certified copy of said judgment was recorded May 1, 2003 as Regular System Document No. 2003-081135 of Official Records.
5. A mortgage to secure an original principal indebtedness of \$50,000.00, and any other amounts or obligations secured thereby.

Dated: March 13, 2006
Mortgagor: Christopher David Robinson, husband of Lani Ann Robinson
Mortgagee: Sue Beitia, Clerk, United States District Court, District of Hawaii
Recorded March 15, 2006 as Regular System Document No. 2006-049557 of Official Records.

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INFORMATIONAL NOTES

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

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11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

<ol style="list-style-type: none"> a. building c. land use e. land division 	<ol style="list-style-type: none"> b. zoning d. improvements on the land f. environmental protection
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This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

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- I. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.